

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Oluchi Nwokocha aka Oluchi Nwanganga

Debtor.
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Chapter 13

Case No. 19-22047

**DECLARATION OF NICOLE E. SCHIAVO IN LIMITED OPPOSITION TO
DEBTOR’S MOTION FOR TURNOVER AND USE OF INSURANCE PROCEEDS**

I, Nicole E. Schiavo, declare as follows:

1. I am admitted to practice before this Court and associated with the firm of Hogan Lovells US LLP, counsel for creditor, CIT Bank, N.A (“CIT”). I am fully familiar with the facts set forth herein. I respectfully submit this declaration in limited opposition to Olouchi Nwokocha a/k/a Oluchi Nwanganga’s (“Debtor”) “Application Pursuant to 11 U.S.C. §§541-543 for Turnover of Insurance Proceeds and All Funds Being Held by Allstate Indemnity Company (“Allstate”) and Pursuant to 11 U.S.C. §§ 361, 362, 363 Authorizing the Debtor’s Use of Such Funds to Rebuild and to Maintain Equity in Property Located at 41 Summit Park Road, New Hempstead, NY 10977” (the “Motion”).

2. CIT’s servicer, LoanCare has a process pursuant to which Debtor may submit a check for insurance proceeds for approval and processing. As reflected in the attached “How to File a Claim,” Debtor can contact the “Loss Draft (Insurance Claims) Department at 1-866-822-3434 or visit www.insuranceclaimcheck.com to share the claim information that was provided to [by her] insurance agent [and] [m]ail [the] loss draft check and documentation [] as follows:

Regular Mail: ATTN: Loss Draft (Insurance Claims) Department, P.O. Box 202014, Florence, SC 29502-2014, Overnight Mail: ATTN: Loss Draft (Insurance Claims) Department, 1323 Celebration Boulevard, Florence, SC 29501. See “How to File a Claim” attached as **Exhibit A**.

3. Upon receipt and processing of proceeds and documentation from the Debtor, LoanCare, on behalf of CIT, will apply and disburse the insurance proceeds pursuant to the Mortgage agreement, which specifies that unless CIT and the Debtor otherwise agree in writing, “any insurance proceeds . . . will be used to repair or to restore the damage to the property,” and that CIT “may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify the repair work has been completed to Lender’s satisfaction.” *See* Section 5 of the Mortgage, attached hereto as **Exhibit B**.

4. The insurance proceeds, however, are secured by the Mortgage and any remaining proceeds would be applied pursuant to Section 2 of the Mortgage, to amounts owing to CIT. *See* Ex B at § 2. Only if insurance proceeds remain after repairs are completed to CIT’s satisfaction and repayment of amounts outstanding to CIT would the insurance proceeds be paid to Debtor. *See* Ex. B at § 5.

5. Provided Debtor follows proper procedure for filing the insurance claim and the claim is processed, CIT has no objection to the insurance proceeds being used to repair the property. Any claim Debtor or her attorney purport to have in the insurance proceeds for any other purpose, however, is subject to CIT’s lien, as evidenced by the Mortgage.

6. Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury under the laws of the United States of America and the State of New York that the foregoing is true and correct.

Executed in New York, New York on May 8, 2019

/s/ Nicole E. Schiavo
Nicole E. Schiavo